

EXHIBIT

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**PLAINTIFF'S
DEPOSITION
EXHIBIT # 36**

Mebane, Mike - MOC

From: Mebane, Mike - MOC
Sent: Friday, March 30, 2001 10:25 AM
To: Mike Quinn (E-mail)
Cc: Logie, Allan - MOC
Subject: agreement
Dear Mike and John,

I am happy that we have agreed on terms for you to represent Unifi Technical Fabrics. Following are the conditions we discussed. Please let me know if I got any of it wrong or I misunderstand anything we agreed to.

You will have exclusive account responsibility of Hygiene and Personal Care Market in the US and Canada. You will in turn represent us exclusively for melt spun products. We need to be careful about your Sandler carded thermal bond line of products and avoid possible conflicts, as they are potentially competing products and we want to continue replacing these in the market.

We will pay you 4% commission on all collections to this market sector with the exception of Procter and SCA which will be 2% at the time we collect the payments.

We will pay you a monthly compensation (draw against commissions) as follows, until commissions overtake the monthly payment:

April	\$25,000
May	\$25,000
June	\$25,000
July	\$20,000
August	\$15,000
Sept	\$10,000
Oct.	\$5,000

By November you will be exclusively on commission. In the period of July through October, your commissions will be supplemented by the above amounts, unless you commissions exceed \$25,000 during a month. I have attached a small spreadsheet to demonstrate the concept I had in mind.

If we need to drop our price below a \$1.00 to get the business, you will share in the pain with a reduction of commission on that business. These situations will be discussed up front and agreed to. We need to clarify some freight issues and inventory responsibilities. My perception is that you will manage the account as you do today, working the inventories at their location. I need to understand how that works. You pay all of your own expenses and sales expenses related to the customers, as you do currently.

We will need to stay close to the customers and establish our own relationships as we discussed. Also, you will be very involved in our strategic planning, capacity planning and long term growth plans. You will need to spend some time initially in our plant to see that things will meet our customers' needs.

The term will be for 3 years, with 120 days notice, except for cause or non-performance by either side. As we discussed if it is not good for either of us, we need to either fix it or go our own ways pleasantly.

Thanks for the opportunity to work together. I'll look forward to a long and rewarding professional and personal relationship.

Very truly yours,

Mike

W. Michael Mebane
Vice President International Operations

3/30/01



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